

<i>SERFF Tracking Number:</i>	<i>GRTA-125495347</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Great American Insurance Company of New York, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SA AR 0802 TERR</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.0000 CMP Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Safepak 2008 Terrorism Endorsements</i>		
<i>Project Name/Number:</i>	<i>SA AR 0802 TERR/SA AR 0802 TERR</i>		

Filing at a Glance

Companies: Great American Insurance Company of New York, Great American Assurance Company		
Product Name: Safepak 2008 Terrorism Endorsements	SERFF Tr Num: GRTA-125495347	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 05.0000 CMP Sub-TOI Combinations	Co Tr Num: SA AR 0802 TERR	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Rose Redman	Disposition Date: 03/19/2008
	Date Submitted: 02/21/2008	Disposition Status: Approved
Effective Date Requested (New): 04/01/2008		Effective Date (New): 04/01/2008
Effective Date Requested (Renewal): 04/01/2008		Effective Date (Renewal): 04/01/2008

State Filing Description:

General Information

Project Name: SA AR 0802 TERR	Status of Filing in Domicile: Pending
Project Number: SA AR 0802 TERR	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/19/2008	
State Status Changed: 02/29/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
The Great American Insurance Group hereby submits for your approval, a form filing of terrorism endorsements to be used for the Safepak Businessowners Policy Program. The following endorsements are included in this filing:	

SERFF Tracking Number: GRTA-125495347 State: Arkansas
 First Filing Company: Great American Insurance Company of New York, ... State Tracking Number: EFT \$50
 Company Tracking Number: SA AR 0802 TERR
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
 Liability
 Product Name: Safepak 2008 Terrorism Endorsements
 Project Name/Number: SA AR 0802 TERR/SA AR 0802 TERR

BP8727 (Ed. 01 08) Cap on Losses from Certified Acts of Terrorism

BP8729 (Ed. 01 08) Exclusion of Certified Acts of Terrorism

BP8738 (Ed. 01 08) Exclusion of Punitive Damages Related to a Certified Act of Terrorism

BP8839 (Ed. 01 08) Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological
 Terrorism; Cap on Covered Certified Acts Losses

BP8840 (Ed. 01 08) Limitations of Coverage for Certified Acts of Terrorism

Company and Contact

Filing Contact Information

Rose Redman, Product Analyst redman@gaic.com
 49 East 4th street (513) 763-7904 [Phone]
 Cincinnati, OH 45202 (513) 333-6996[FAX]

Filing Company Information

Great American Insurance Company of New York	CoCode: 22136	State of Domicile: New York
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 13-5539046	

Great American Assurance Company	CoCode: 26344	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 15-6020948	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00

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<i>Product Name:</i>	<i>Safepak 2008 Terrorism Endorsements</i>		
<i>Project Name/Number:</i>	<i>SA AR 0802 TERR/SA AR 0802 TERR</i>		
Retaliatory?	No		
Fee Explanation:	\$50 per filing		
Per Company:	No		

SERFF Tracking Number: *GRTA-125495347* *State:* *Arkansas*
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Company Tracking Number: *SA AR 0802 TERR*
TOI: *05.0 Commercial Multi-Peril - Liability & Non- Liability* *Sub-TOI:* *05.0000 CMP Sub-TOI Combinations*
Product Name: *Safepak 2008 Terrorism Endorsements*
Project Name/Number: *SA AR 0802 TERR/SA AR 0802 TERR*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Insurance Company of New York	\$50.00	02/21/2008	18091543
Great American Assurance Company	\$0.00	02/21/2008	

SERFF Tracking Number: GRTA-125495347 State: Arkansas

First Filing Company: Great American Insurance Company of New York, ... State Tracking Number: EFT \$50

Company Tracking Number: SA AR 0802 TERR

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations Liability

Product Name: Safepak 2008 Terrorism Endorsements

Project Name/Number: SA AR 0802 TERR/SA AR 0802 TERR

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/19/2008	03/19/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	02/29/2008	02/29/2008	Rose Redman	03/13/2008	03/13/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Arkansas Changes	Form	Rose Redman	03/19/2008	03/19/2008
Cover Letter, Explanatory Memorandum and Mockups	Supporting Document	Rose Redman	02/28/2008	02/28/2008
Exclusion of Certified Acts of Terrorism	Form	Rose Redman	02/21/2008	02/21/2008

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Project Name/Number:	SA AR 0802 TERR/SA AR 0802 TERR		

Disposition

Disposition Date: 03/19/2008
Effective Date (New): 04/01/2008
Effective Date (Renewal): 04/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: GRTA-125495347 State: Arkansas

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Liability

Product Name: Safepak 2008 Terrorism Endorsements

Project Name/Number: SA AR 0802 TERR/SA AR 0802 TERR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document (revised)	Cover Letter, Explanatory Memorandum and Mockups	Approved	Yes
Supporting Document	Cover Letter, Explanatory Memorandum and Mockups	Approved	Yes
Form	Cap on Losses from Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Punitive Damages Related to a Certified Act of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; Cap on Covered Certified Acts Losses	Approved	Yes
Form	Limitations of Coverage for Certified Acts of Terrorism	Approved	Yes
Form (revised)	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form (revised)	Arkansas Changes	Approved	Yes
Form	Arkansas Changes	Approved	Yes

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First Filing Company: Great American Insurance Company of New York, ... State Tracking Number: EFT \$50

Company Tracking Number: SA AR 0802 TERR

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability

Product Name: Safepak 2008 Terrorism Endorsements

Project Name/Number: SA AR 0802 TERR/SA AR 0802 TERR

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cap on Losses from Certified Acts of Terrorism	BP 87 27	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP 87 27 (Ed. 01 06) Previous Filing #: SA-AR-0609-TERR	0.00	BP8727 0108 final copy.pdf
Approved	Exclusion of Certified Acts of Terrorism	BP 87 29	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SA AR 0705 SAF2 Previous Filing #: BP 87 29 (Ed. 11 06)	0.00	BP8729 0108 final copy.pdf
Approved	Exclusion of Punitive Damages Related to a Certified Act of Terrorism	BP 87 38	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP 87 38 (Ed. 01 06) Previous Filing #:	0.00	BP8738 0108 final copy.pdf
Approved	Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; Cap on Covered Certified Acts Losses	BP 88 39	01 08	Endorsement/Amendment/Conditions		0.00	BP8839 0108 final copy.pdf
Approved	Limitations of Coverage for	BP 88 40	01 08	Endorsement/Amendment		0.00	BP8840 0108.pdf

<i>SERFF Tracking Number:</i>	<i>GRTA-125495347</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>SA AR 0802 TERR</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0000 CMP Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Safepak 2008 Terrorism Endorsements</i>		
<i>Project Name/Number:</i>	<i>SA AR 0802 TERR/SA AR 0802 TERR</i>		

	Certified Acts of Terrorism		ent/Condi ons		
Approved	Exclusion of Certified Acts of Terrorism	BP 87 28 11 06	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00	
				Previous Filing #: SA-AR-0609- TERR	
Approved	Arkansas Changes	BP 82 24 01 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BP 82 24 (Ed. 02 07) Previous Filing #: SA AR 0701 CHNG	AR chnges puni added.pdf BP8224 0108 final copy.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

- A.** The following provisions are added to the **Businessowners Policy** and apply to Property and Liability Coverages:

Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- B.** The following provision is added to **PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM**:

Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.



Administrative Offices
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Tel: 1-513-369-5000

BP 87 29
(Ed. 01 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

Schedule

The **Exception Covering Certain Fire Losses** (Paragraph B.2.) applies to property located in the following state(s):

CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI and WV.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following provisions are added to the **Businessowners Policy** and apply to Property and Liability Coverages:

United States or to influence the Policy or affect the conduct of the United States Government by coercion.

The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

B. The following provisions are added to **PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM**:

1. The following exclusion is added:

Certified Act of Terrorism Exclusion

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism." Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. **Exception Covering Certain Fire Losses**

The following exception to the exclusion in paragraph B.1. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for

fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under **Business Income** and/or **Extra Expense Additional Coverages**.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

3. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under

this Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

C. The following provision is added to **PART TWO - SAFEPAK® LIABILITY COVERAGE FORM**:

1. The following exclusion is added:

Terrorism

Any injury or damage arising, directly or indirectly, out of a "certified act of terrorism."

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any coverage form to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage" or "personal and advertising injury" as may be defined in any applicable coverage form.



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BP 87 38
(Ed. 01 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

The following provisions are added to **PART TWO - SAFEPAK LIABILITY COVERAGE FORM**:

A. The following exclusion is added:

This insurance does not apply to:

Terrorism Punitive Damages

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to

the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the Policy or affect the conduct of the United States Government by coercion.



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BP 88 39
(Ed. 01 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM INVOLVING NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM;
CAP ON COVERED CERTIFIED ACTS LOSSES**

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

Schedule

The **Exception Covering Certain Fire Losses** (Paragraph B.2.) applies to property located in the following state(s):

CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI and WV.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following definition is added with respect to the provisions of the endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM is amended as follows:

1. The following exclusion is added:

a. Limited Exclusion of Certified Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism." Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

- (1) the terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

- (2) radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or
- (3) the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or
- (4) pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of paragraph **B.1.a.(1)** or **B.1.a.(2)**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

2. Exception Covering Certain Fire Losses

The following exception to the Exclusion in paragraph **B.1.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" excluded under paragraph **B.1.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to covered property. Therefore, for example, the coverage does not apply to insurance provided under business income and/or extra expense coverage or endorsements that apply to those coverages.

3. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by the War and Military Action Exclusion

C. PART TWO - SAFEPAK® LIABILITY COVERAGE FORM is amended as follows:

1. The following exclusion is added:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism." However, this exclusion applies only when one or more of the following are attributed to such act:

- a. the terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- b. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

2. The following definition is added:

- a. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this Coverage Form or any applicable endorsement, and includes but is not limited to "bodily injury," "property damage" or "personal and advertising injury" as may be defined in this Coverage Form or any applicable endorsement.

- 3. In the event of any incident of a "certified act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Form or endorsement.

D. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM and PART TWO-SAFEPAK LIABILITY COVERAGE FORM are amended as follows:

Cap On Certified Terrorism Losses

The following limitations applies to coverage for any one or more "certified acts or terrorism" that are not excluded by the terms of the exclusion in paragraph **B.1.** and **C.1.** and to any loss or damage that is covered and to which the exception in paragraph **B.2.** applies.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Pro-

gram Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



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BP 88 40
(Ed. 01 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATIONS OF COVERAGE FOR CERTIFIED
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

Schedule

SCHEDULE PART I - Applicability of Terrorism Sub-Limit (refer to Paragraph B.2.) - Property Coverage - Terrorism Sub-limit

Description of Property or Coverage	Certified Acts Sub-Limit

SCHEDULE PART II - Exception: Non-applicability of Certified Acts Sub-limit to Certain fire Losses (refer to paragraph B.3.) - Property Coverage

State(s):

CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI and WV.

SCHEDULE PART III - Exception - Certified Acts of Terrorism Aggregate Limit (refer to Paragraph C.2.) - Liability and Medical Expenses Coverage: \$

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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types is insurance subject to the Terrorism Risk Insurance Act; and

2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM is amended as follows:

1. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

2. Limitation of Amount of Coverage For Certified Acts of Terrorism

When coverage applies to loss or damage caused by a "certified act of terrorism," the full Limit of Insurance on the affected property or coverage does not apply to such loss or damage. Instead, the following limitation applies to the loss or damage. The limitation applies even if another Covered Cause of Loss contributes concurrently or in any sequence to the loss or damage, except as otherwise provided in this endorsement.

The Certified Acts Sub-Limit is the most we will pay for the total of all loss or damage (sustained under the coverage to which the Sub-Limit applies) caused by one or more "certified acts of terrorism" in annual policy period. If losses from a "certified act of terrorism" do not exhaust the Certified Acts Sub-limit, then the balance of that Sub-Limit is available for losses from a later act(s) that occurs in the same annual policy period. If a "certified act of terrorism" begins during one annual policy period and ends during the following annual policy period, the only amount of coverage available is the Sub-Limit (or balance of it) applicable to the annual policy period in which such act began.

Amounts payable under a coverage extension, Additional Coverage or similar provision in the Policy do not increase the Certified Acts Sub-Limit.

3. Exception: Non-applicability of The Certified Acts Sub-Limit to Certain Fire Losses

The following exception applies only with respect to property located in the states indicated in Part II of the Schedule of this endorsement. The exception relates only to loss or damage caused by a "certified act of terrorism."

When covered direct loss or damage attributable to fire exceeds the amount of the Sub-Limit, we will pay the full amount of the fire loss, up to the Limit of Insurance on the affected property, subject to policy provisions including Deductible and Valuation. In that circumstance, the Limit of Insurance is the most we will pay for the total of all covered direct loss or damage by fire and any other effect of the "certified act of terrorism" and any other Covered Cause of Loss that contributes concurrently or in any sequence to the loss or damage.

When covered direct loss or damage attributable to fire is less than the Sub-Limit, then the Sub-Limit is the most we will pay for the total of fire and any other covered loss or damage.

This paragraph 3., does not apply to insurance provided under Business Income and/or Extra Expense coverage. Therefore, when a Sub-Limit is shown for those coverages, the Sub-Limit for those coverages is the maximum recoverable regardless of whether fire is an effect of the "certified act of terrorism."

4. Loss Payment

With respect to the coverage provided by this endorsement:

The section of the Loss Payment Property Loss Condition contained in this Policy, which limits loss payment when the Limit of Insurance for the lost or damaged property is less than 80% of the replacement cost at the time of loss, does not apply.

C. PART TWO - SAFEPAK® LIABILITY COVERAGE FORM is amended as follows:

1. Coverage provided by this insurance for "bodily injury," "property damage" or "personal and advertising injury," arising out of a "certified act of terrorism," is subject to the Certified Acts of Terrorism Aggregate Limit as described in paragraph C.2. of this endorsement.
2. The following are added to paragraph D. Liability and Medical Expenses Limits of Insurance:

Subject to paragraph D.4., Liability and Medical Expenses Limits of Insurance, as applicable, the Certified Acts of Terrorism Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all:

- a. "Bodily injury," "property damage" and medical expenses; and
- b. "Personal and advertising injury"

arising out of all "certified acts of terrorism."

Paragraph D.3., the Damage to Premises Rented to You Limit continues to apply to damages arising out of a "certified act of terrorism." Those limits will only be available if, and to the extent that, limits are available under the Certified Acts of Terrorism Aggregate Limit.

D. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM and PART TWO - SAFEPAK LIABILITY COVERAGE FORM are amended as follows:

Cap on Certified Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$ 100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

BP 82 24
(Ed. ~~02-07~~)
0108

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM is amended by the following:

1. Paragraph E.2. **Appraisal Property Loss Condition** is replaced by the following:

2. Appraisal

a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.

b. An appraisal decision will not be binding on either party.

c. If there is an appraisal, we will still retain our right to deny the claim.

d. Each party will:

(1) pay its chosen appraiser; and

(2) bear the other expenses of the appraisal and umpire equally.

2. Paragraph F.2.g. of the **Mortgageholders Property General Conditions** is replaced by the following:

g. If we elect not to renew this Policy, we will give written notice to the mortgageholder:

(1) as soon as practicable if non-renewal is due to the Named Insured's failure to pay any premium required for renewal; or

(2) at least 60 days before the expiration date of this Policy if we nonrenew for any other reason.

B. (insert definition - see last page)
C. SAFEPAK COMMON POLICY CONDITIONS is amended as follows:

1. Paragraph A.5. **Cancellation** is replaced by the following:

5. Premium Refund

a. If this Policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the Policy is:

(1) cancelled by us or at our request;

(2) cancelled but rewritten with us or in our company group;

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(3) cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the Policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium of this Policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the Policy, we will retain no less than \$100 of the premium.

2. The following is added to paragraph A.
Cancellation:

**7. Cancellation of Policies in Effect
More Than 60 Days**

a. If this Policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) nonpayment of premium;

(2) fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;

(3) the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the Policy;

(5) nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy; or

(6) a material violation of a material provision of the Policy.

b. If we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the Policy at least 10 days before the effective date of cancellation:

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the Policy at least 20 days before the effective date of cancellation.

3. The following is added to paragraph K.
Transfer of Rights of Recovery Against Others to Us:

We will be entitled to recovery only after the Insured has been fully compensated for the loss or damage sustained.

4. The following paragraph is added and supersedes any other provision to the contrary:

M. Nonrenewal

1. If we decide not to renew this Policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the Policy, written notice of nonrenewal at least 60 days before:

- a. its expiration date; or
- b. its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal.

The provisions of this paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following paragraph is added:

N. Multi-Year Policies

We may issue this Policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

B. PART TWO - SAFEPAK LIABILITY COVERAGE FORM IS Amended by
The following :

The following definition is added :
"punitive damages" means damages that may be imposed to punish a wrong doer and to deter others from similar conduct .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM is amended by the following:

1. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

2. Appraisal

- a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.

- b. An appraisal decision will not be binding on either party.

- c. If there is an appraisal, we will still retain our right to deny the claim.

- d. Each party will:

- (1) pay its chosen appraiser; and

- (2) bear the other expenses of the appraisal and umpire equally.

2. Paragraph **F.2.g.** of the **Mortgageholders** Property General Conditions is replaced by the following:

- g. If we elect not to renew this Policy, we will give written notice to the mortgageholder:

- (1) as soon as practicable if non-renewal is due to the Named Insured failure to pay any premium required for renewal; or

- (2) at least 60 days before the expiration date of this Policy if we nonrenew for any other reason.

B. PART TWO - SAFEPAK LIABILITY COVERAGE FORM is amended by the following:

The following definition is added:

"Punitive damages" means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

C. SAFEPAK COMMON POLICY CONDITIONS is amended as follows:

1. Paragraph **A.5. Cancellation** is replaced by the following:

5. Premium Refund

- a. If this Policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the Policy is:

- (1) cancelled by us or at our request;
- (2) cancelled but rewritten with us or in our company group;
- (3) cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
- (4) cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the Policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium of this Policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the Policy, we will retain no less than \$100 of the premium.

2. The following is added to paragraph A. **Cancellation:**

7. Cancellation of Policies in Effect More Than 60 Days

a. If this Policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) nonpayment of premium;
- (2) fraud or material misrepresentation made by you or with your knowledge in ob-

taining the Policy, continuing the Policy or in presenting a claim under the Policy;

(3) the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the Policy;

(5) nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy; or

(6) a material violation of a material provision of the Policy.

b. If we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the Policy at least 10 days before the effective date of cancellation:

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the Policy at least 20 days before the effective date of cancellation.

3. The following is added to paragraph K. **Transfer of Rights of Recovery against Others to Us:**

We will be entitled to recovery only after the Insured has been fully compensated for the loss or damage sustained.

4. The following paragraph is added and supersedes any other provision to the contrary:

M. Nonrenewal

1. If we decide not to renew this Policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the Policy, written notice of nonrenewal at least 60 days before:
 - a. its expiration date; or
 - b. its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal.

The provisions of this paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following paragraph is added:

N. Multi-Year Policies

We may issue this Policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

<i>SERFF Tracking Number:</i>	<i>GRTA-125495347</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Great American Insurance Company of New York, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SA AR 0802 TERR</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0000 CMP Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Safepak 2008 Terrorism Endorsements</i>		
<i>Project Name/Number:</i>	<i>SA AR 0802 TERR/SA AR 0802 TERR</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTA-125495347 State: Arkansas
First Filing Company: Great American Insurance Company of New York, ... State Tracking Number: EFT \$50
Company Tracking Number: SA AR 0802 TERR
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: Safepak 2008 Terrorism Endorsements
Project Name/Number: SA AR 0802 TERR/SA AR 0802 TERR

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 03/19/2008

Comments:

Attachments:

AR TERR TD1.pdf
AR TERR ffs.pdf

Satisfied -Name: Cover Letter, Explanatory Memorandum and Mockups **Review Status:** Approved 03/19/2008

Comments:

The explanatory memorandum in word format (doc) is replaced by the explanatory memorandum in pdf format.

Attachments:

AR TERR cov letter.pdf
TERR mockups.pdf
EXPLANATORY MEMORANDUM.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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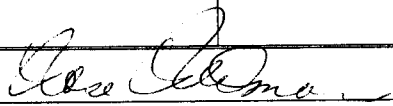
3.	Group Name	Group NAIC #
	Great American Insurance Group	084

4. Company Name(s)	Domicile	NAIC #	FEIN #
Great American Insurance Co of New York	New York	22136	13-5539046
Great American Assurance Company	Ohio	26344	15-6020948

5. Company Tracking Number	SAAR0802 TERR
-----------------------------------	----------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Rose Redman 49 East Fourth Street Cincinnati, Ohio 45202	Product Analyst	513-763-7904	513-333-6996	rredman@gaic.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Rose Redman

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	05.0 CMP liability and non-liability
10.	Sub-Type of Insurance (Sub-TOI)	5.0000 CMP Sub-TOI Combinations
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Safepak Businessowners Policy Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 04/01/2008 Renewal: 04/01/2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	02/26/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	SA #0802 TERR
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The Great American Insurance Group, composed of the above referenced companies, hereby submits for your approval, a form filing for five terrorism endorsements to be used for the Safepak Businessowners Policy Program. The endorsements are:

BP8727 (Ed. 01/08) Cap on Losses from Certified Acts of Terrorism (revision)
 BP8729 (Ed. 01/08) Exclusion of Certified Acts of Terrorism (revision)
 BP8738 (Ed. 01/08) Exclusion of Punitive Damages Related to a Certified Act of Terrorism (revision)
 BP8839 (Ed. 01/08) Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; Cap on Covered Certified Acts Losses (new)
 BP8840 (Ed. 01/08) Limitations of Coverage for Certified Acts of Terrorism (new)

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$ 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		SA AR0802 TERR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		n/a		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Cap on Losses From Certified Acts of Terrorism	BP 87 27 (Ed. 01 08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BP 87 27 (Ed. 01 06)	SA-AR-0609-TERR
02	Exclusion fo Certified Acts of Terrorism	BP 87 29 (Ed. 01 08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BP 87 29 (Ed. 11 06)	SA AR 0705 SAF2
03	Exclusion of Punitive Damsges Related to a Certified Act of Terrorism	BP 87 38 (Ed. 01 08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BP 87 38 (Ed. 01 06)	SA-AR-0609-TERR
04	Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; Cap on Covered Certified Acts Losses	BP 88 39 (Ed. 01 08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Limitations of Coverage for Certified Acts of Terrorism	BP 88 40 (Ed. 01 08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Exclusion of Certified Acts of Terrorism	BP 87 28 (Ed. 11 06)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		SA AR 0705 SAF2
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Specialty Operations
49 East Fourth Street
Dixie Terminal South Building
4th Floor
Cincinnati, OH 45202-3803
PO Box 5425
Cincinnati, OH 45201-5425
513.287.8100 ph
513.333.6996 fax



February 20, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: Great American Insurance Group
Great American Assurance Company 084-26344 15-6020948
Great American Insurance Company of New York 084-22136 13-5539046
Commercial Multi-Peril - Safepak® Businessowners Policy Program
Terrorism endorsements for the use of the Safepak® Businessowners Policy Program
Form filing
Company File # SA AR 0802 TERR

To Whom It May Concern:

The Great American Insurance Group, composed of the above referenced companies, hereby submits for your approval, a form filing of terrorism endorsements to be used for the Safepak Businessowners Policy Program. The following endorsements are included in this filing:

BP8727 (Ed. 01 08)	Cap on Losses from Certified Acts of Terrorism
BP8729 (Ed. 01 08)	Exclusion of Certified Acts of Terrorism
BP8738 (Ed. 01 08)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
BP8839 (Ed. 01 08)	Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; Cap on Covered Certified Acts Losses
BP8840 (Ed. 01 08)	Limitations of Coverage for Certified Acts of Terrorism

We request this filing be made applicable to all policies written on or after April 1, 2008.

Please return the enclosed duplicate of this letter to acknowledge your receipt and confirm your action. A stamped, self-addressed envelope is enclosed for your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Rose Redman", written over a horizontal line.

Rose Redman
Product Analyst
Phone: 513-763-7904
Email: rredman@gaic.com



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

BP 87 27
(Ed. ~~01-00~~)
01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

- A. The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

the Terrorism Risk Insurance Act
insured
attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

1. the act resulted in aggregate losses in excess of \$5 million, ~~and in the aggregate,~~
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals ~~acting on behalf of any foreign person or foreign interest,~~ as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

~~With respect to any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.~~

- B. The following provision is added to PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM:

Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM:
~~COVERAGE FOR CERTAIN FIRE LOSSES~~**

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

ADD SCHEDULE (see next page)

- A. The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

1. The following exclusion is added:

Certified Act of Terrorism Exclusion

The following definition is added with respect to the provisions of this endorsement:

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism." Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:

2. Exception Covering Certain Fire Losses
add it (see bottom of this page)

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

Insert
to all types of insurance subject to the Terrorism Risk Insurance Act, and

1. the act resulted in ^{insured} aggregate losses in excess of \$5 million; and in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, and

2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. The following provisions are added to PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM:

See new wording on next page

~~With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.~~

add new

The following exception to the exclusion in Paragraph B.1. applies only if indicated and as indicated in the Schedule of this endorsement.

3. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

C. The following provision is added to PART TWO - SAFEPAK® LIABILITY COVERAGE FORM, ~~B. Exclusions~~:

1 The following exclusion is added:

~~1~~ Terrorism

Any injury or damage arising, directly or indirectly, out of a "certified act of terrorism."

2. see below →

SCHEDULE *

The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s):

CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ
NY, OR, RI, WA, WI and WV.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



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BP 87 38
(Ed. ~~0100~~)

0108

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

The following provisions are added to PART
TWO - SAFEPAK LIABILITY COVERAGE FORM:

A. The following exclusion is added:

This insurance does not apply to:

Terrorism Punitive Damages

Damages arising, directly or indirectly, out of
a "certified act of terrorism" that are awarded
as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act
that is certified by the Secretary of the Treas-
ury, in concurrence with the Secretary of
State and the Attorney General of the United
States, to be an act of terrorism pursuant to

the federal Terrorism Risk Insurance Act. The ^{criteria}
~~federal Terrorism Risk Insurance Act sets~~
~~forth the following criteria for a "certified act~~
~~of terrorism"~~ ^{include the following:}

(contained in the)

1. the act resulted in ^{insured} aggregate losses in ex-
cess of \$5 million and

2. the act is a violent act or an act that is
dangerous to human life, property or in-
frastructure and is committed by an in-
dividual or individuals ~~acting on behalf of~~
~~any foreign person or foreign interest~~, as
part of an effort to coerce the civilian
population of the United States or to in-
fluence the policy or affect the conduct
of the United States Government by coer-
cion.

insert

in the aggregate, attribut-
able to all types of insurance subject to the
Terrorism Risk Insurance Act.

EXPLANATORY MEMORANDUM

2008 TERRORISM

SAFEPAK BUSINESSOWNERS POLICY PROGRAM

This filing is composed of five endorsements--three revised terrorism endorsements and the introduction of two new terrorism endorsements for the use of the Safepak Businessowners Policy Program.

BP8727 (Ed.01/08), Cap on Losses From Certified Acts of Terrorism

This revised endorsement is used when coverage for certified acts of terrorism is provided, which is subject to the statutory cap on liability for losses and subject to the nuclear hazard exclusion and all other underlying policy exclusions.

Revisions made to the endorsement:

- ❑ Reference to aggregate losses attributable to all types of insurance subject to TRIA added.

BP8729 (Ed.01/08), Exclusion of Certified Acts of Terrorism

This revised endorsement excludes coverage for certified acts of terrorism.

Revisions made to the endorsement:

- ❑ Removed from the title, "Coverage For Certain Fire Losses"; Schedule added; Reference to aggregate losses attributable to all types of insurance subject to TRIA added; Definition for "any injury or damage" added.

BP8738 (Ed. 01/08), Exclusion of Punitive Damages Related to a Certified Act of Terrorism

This revised endorsement excludes punitive damages arising out of a certified act of terrorism when BP8729, BP8839, or BP8840 is attached to a policy. This exclusion does not extend to fire following an act of terrorism, with respect to states, which have a Standard Fire Policy (SFP) statute or similar statute prohibiting such exclusion or limitation.

Revisions made to the endorsement:

- ❑ Reference to aggregate losses attributable to all types of insurance subject to TRIA added.

BP8839 (Ed. 01/08), Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; Cap on Covered Certified Acts Losses

This option can be offered only when the insured initially rejects certified acts coverage.

This endorsement excludes coverage for certified acts of terrorism only when such acts qualify as nuclear, biological, chemical or radiological terrorism event, and cover other acts of terrorism subject to underlying policy exclusions. Coverage for certified acts of terrorism under this endorsement is subject to the statutory cap on liability for losses provided by the Terrorism Risk Insurance Act (TRIA).

BP8840 (Ed. 01/08), Limitations of Coverage For Certified Acts of Terrorism

This option can be offered when the insured initially rejects certified acts coverage.

This endorsement limits certified acts of terrorism by writing coverage under Part One-Property at a sub-limit (lower limit than the limit that applies to other perils). The sub-limit applies on an annual aggregate basis. Coverage for acts of terrorism that are not certified (for example, acts not exceeding the dollar threshold for federal certification or acts which occur outside the jurisdictional boundary of the federal program) remain subject to full underlying limits.

The following endorsement is hereby withdrawn:

BP8728 (Ed. 11/06) Exclusion of Certified Acts of Terrorism

SERFF Tracking Number: *GRTA-125495347* *State:* *Arkansas*
First Filing Company: *Great American Insurance Company of New York, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *SA AR 0802 TERR*
TOI: *05.0 Commercial Multi-Peril - Liability & Non- Liability* *Sub-TOI:* *05.0000 CMP Sub-TOI Combinations*
Product Name: *Safepak 2008 Terrorism Endorsements*
Project Name/Number: *SA AR 0802 TERR/SA AR 0802 TERR*

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Exclusion of Certified Acts of Terrorism	02/21/2008	
No original date	Form	Arkansas Changes	03/13/2008	AR chnges puni added.pdf



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BP 82 24
(Ed. ~~02-07~~)
0108

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM is amended by the following:

1. Paragraph E.2. **Appraisal Property Loss Condition** is replaced by the following:

2. Appraisal

a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.

b. An appraisal decision will not be binding on either party.

c. If there is an appraisal, we will still retain our right to deny the claim.

d. Each party will:

(1) pay its chosen appraiser; and

(2) bear the other expenses of the appraisal and umpire equally.

2. Paragraph F.2.g. of the **Mortgageholders Property General Conditions** is replaced by the following:

g. If we elect not to renew this Policy, we will give written notice to the mortgageholder:

(1) as soon as practicable if non-renewal is due to the Named Insured's failure to pay any premium required for renewal; or

(2) at least 60 days before the expiration date of this Policy if we nonrenew for any other reason.

B. (insert definition - see last page)
C. SAFEPAK COMMON POLICY CONDITIONS is amended as follows:

1. Paragraph A.5. **Cancellation** is replaced by the following:

5. Premium Refund

a. If this Policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the Policy is:

(1) cancelled by us or at our request;

(2) cancelled but rewritten with us or in our company group;

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(3) cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the Policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium of this Policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the Policy, we will retain no less than \$100 of the premium.

2. The following is added to paragraph A.
Cancellation:

**7. Cancellation of Policies in Effect
More Than 60 Days**

a. If this Policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) nonpayment of premium;

(2) fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;

(3) the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the Policy;

(5) nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the Policy; or

(6) a material violation of a material provision of the Policy.

b. If we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the Policy at least 10 days before the effective date of cancellation:

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the Policy at least 20 days before the effective date of cancellation.

3. The following is added to paragraph K.
Transfer of Rights of Recovery Against Others to Us:

We will be entitled to recovery only after the Insured has been fully compensated for the loss or damage sustained.

4. The following paragraph is added and supersedes any other provision to the contrary:

M. Nonrenewal

1. If we decide not to renew this Policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the Policy, written notice of nonrenewal at least 60 days before:

- a. its expiration date; or
- b. its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal.

The provisions of this paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following paragraph is added:

N. Multi-Year Policies

We may issue this Policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

B. PART TWO - SAFEPAK LIABILITY COVERAGE FORM IS Amended by
The following :

The following definition is added :
"punitive damages" means damages that may be imposed to punish a wrong doer and to deter others from similar conduct .